

INSURANCE POLICY - ORIGINAL

Policy Number:	PN-513045
Insured Name:	Momentum Holdings
Inception Date:	2024-09-01
Expiration Date:	2025-09-01
Duration:	12 months
Payment Terms:	90 days from inception
Policy Limit:	\$183,728,693

Financial Information

Insured Value:	\$186,005,993
Premium:	\$301,870
Brokerage Commission:	18.11%

Deductibles

All Other Loss:	\$33,763,000 each and every loss
Earthquake:	\$21,953,000 each and every loss
Named Windstorm:	\$9,211,000 each and every loss
Flood:	\$65,639,000 each and every loss

Self Insured Retention (SIR)

\$14,124,000 each and every loss

Sublimits

Flood:	\$50,000,000
Sfha Flood:	\$25,000,000
Earthquake:	Policy Limit
California Earthquake:	\$50,000,000
Named Windstorm:	\$50,000,000
Accidental Interruption:	\$25,000,000
Ammonia Contamination:	\$50,000,000
Automatic Coverage:	\$100,000,000
Contingent Time Element:	\$50,000,000
Errors Omissions:	\$50,000,000
Gross Profits:	18 months
Ingress Egress:	\$50,000,000
Miscellaneous Property:	\$25,000,000
Ordinary Payroll:	365 days
Rental Property:	\$50,000,000
Rolling Stock:	\$25,000,000
Transportation:	\$100,000,000
Valuable Papers Records:	\$10,000,000

Exclusions and Clauses

Terrorism:

War & Civil War Exclusion Clause (NMA 464)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalism or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Nuclear:

Excluded

Communicable Disease:

Included

Cyber:

Cyber Exclusion Clause (LMA5401)

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any: 1.1 Cyber Loss; 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto. 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording. Definitions 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident. 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System. 6 Cyber Incident means: 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System. 7 Computer System means: 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party. 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Sanctions:

Excluded

Microorganism:**Microorganism Exclusion (MAP)**

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: Mold, mildew, fungus, spores or other microorganisms of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This exclusion applies regardless where there is any physical loss or damage to insured property ; any insured peril or cause, whether or not contributing concurrently or in any sequence ; any loss or use, occupancy or functionality or any action required including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part for this matters.

Transmission & Distribution Lines:

Transmission and Distribution Lines Exclusion

All transmission and distribution lines, including wire, cables, poles, pylons, standards, towers and any equipment of any type which may be attendant to such installations of any description. This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual. This exclusion applies only to above and below ground equipment, except that which is within three hundred and five (305) metres (or one thousand (1,000) feet) of the insured's premises or as defined in the Assured's original policy(ies). This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss and/or other contingent losses related to transmission and distribution lines.

Coverage Information

Earthquake:	Included
Strikes, Riots, Civil Commotion:	Included
Named Windstorm:	Included
Flood:	Excluded